

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Notwithstanding the contractor's responsibility for total management during the performance of the contract, the administration of the contract will require maximum coordination between the government and the contractor. The following sections describe the roles and responsibilities of individuals who will be the government and contractor points of contact.

G.1.1 Procuring Contracting Officer

During the solicitation phase of this procurement, which is up to and including contract award, the Procuring Contracting Officer (PCO) is the government's sole point of contact. The person designated as PCO for this procurement is Mr. Robert H. Corey. All documents and issues concerning the procurement should be provided to Mr. Corey at the following address:

General Services Administration
Federal Technology Service (FTS)
Service Development Acquisitions Center (TQD)
10300 Eaton Place, Room 509
Fairfax, VA 20330-2213

Attention: Mr. Robert H. Corey

Mr. Corey's telephone number is (703) 306-6442, his facsimile number is (703) 306-6806, and his e-mail address is: bob.corey@gsa.gov.

G.1.2 Administrative Contracting Officer

After contract award, Mr. Corey will appoint in writing the Administrative Contracting Officer (ACO). Upon appointment the ACO will become the government's sole point of contact. The ACO is responsible for administration of the contract. The right to issue contract revisions, change the terms and conditions of the basic contract, terminate the contract, exercise option renewals, and approve subcontractors is delegated in writing to the ACO.

Communications pertaining to contract administration matters shall be addressed to the ACO. The ACO will be the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions and/or clauses contained elsewhere in the contract, said authority would remain solely in the ACO. In the event the contractor should make any changes at the direction of any person other than the ACO, such change shall be considered to have been made without authority, and no adjustment shall be made in the contract price to cover any increase in costs incurred as a result thereof. When necessary, the ACO will:

1. Serve as liaison between the contractor and customer organizations

Request for Proposal TQD-RC-03-0001

- 45 2. Assist in expediting orders
- 46 3. Ensure compliance with contract requirements
- 47 4. Issue final decisions and handle all disputes under the Contract Dispute Act

48

49 G.1.3 Contracting Officer's Technical Representative

50 The ACO will appoint a Contracting Officer's Technical Representative (COTR) to assure
51 orderly performance of task orders. The COTR is:

52

53 Name: [To be designated at or after award]

54 Title: COTR

55 Address:

56 Telephone No.:

57

58 The COTR is authorized to be the technical point of contact under each task order; however, the
59 contractor shall direct all inquiries of a technical or non-technical nature through the ACO.

60 The types of actions within the purview of the COTR's authority will be:

61

62 1. Ensure that the contractor performs the technical requirements of the contract

63

64 2. Perform or cause to be performed inspections necessary in connection with
65 performance of the contract

66

67 3. Monitor the contractor's performance under the contract and notify the contractor and
68 ACO of any deficiencies observed

69

70 4. Coordinate Government-furnished property availability

71

72 5. Provide for site entry of contractor personnel if required

73

74 The COTR may provide technical direction and general guidance to the contractor.

75

76 As used herein, "technical direction" is direction to the contractor that fills in details, suggests
77 possible lines of inquiry, or otherwise completes the general scope of the work. "Technical
78 direction" must be within the terms of this contract, shall not change or modify the contract in
79 any way, and shall not constitute changes (as described in the clause of this contract entitled
80 "Changes - Fixed Price", which may only be accomplished by the ACO.

81

82 The COTR will provide no supervisory or instructional assistance to contractor personnel. The
83 COTR's responsibility is to provide contractor access to working data and to clarify technical
84 areas as necessary to assure useful expenditure of contractor effort. The COTR is not
85 empowered to make any commitments or changes which affect the contract price, other terms
86 and conditions or delivery provisions. Any such proposed changes must be brought to the
87 immediate attention of the ACO for action. The acceptance of any changes by the contractor
88 without specific approval and written consent of the ACO shall be at the contractor's risk.

89

90 If in the contractor's opinion, the COTR requests or indicates an expectation of effort which
91 would justify or require an equitable adjustment to the contract, the contractor shall promptly
92 notify the ACO in writing, but take no other action on that request or effort until the ACO has
93 issued a change or otherwise resolved the issue.

94
95 **G.1.4 Contractor's Points of Contact**

96 The contractor shall provide an organizational structure for the management and administration
97 of task orders under this program. The organization structure shall include personnel to perform
98 the following functions:

- 99
- 100 1. Serve as the point of contact to interface with the Government (GSA and customer
101 organizations) on issues related to program administration
102
 - 103 2. Oversee the overall management and operations of services provided under each task
104 order
105
 - 106 3. Serve as the point of contact to interface with the Government (GSA and customer
107 organizations) on major issues related to operational support and implementation
108
 - 109 4. Coordinate as necessary with the COTR, customer organizations, subcontractors,
110 during performance of task orders.
111
 - 112 5. Serve as the single point of contact to interface with the COTR and meet with the
113 Government (GSA and customer organizations) on planning and operational issues
114 related to classified requirements and/or problems in the event of national security
115 threats and/or disaster situations
116

117 All key personnel assigned by the contractor to fulfill contract management and administrative
118 functions shall be accessible to the Government (GSA and customer organizations) 24 hours a
119 day, 7 days a week by telephone, cellular telephone, or pager. Lists of all Contractor points of
120 contact shall be provided including telephone, cellular telephone, and pager numbers and e-mail
121 addresses. The contractor shall provide the GSA ACO with an updated list of all points of
122 contact within five (5) calendar days after changes to the list.

123
124
125 **G.2 SERVICE ORDERING**

126
127 Section C, Statement of Work, establishes the overall work that may be performed under this
128 contract. The Government shall order services under this contract by means of task orders with
129 specifically defined work requirements, deliverable products, performance standards, and
130 schedules. The Contractor shall perform work under this contract only as directed in task orders
131 issued by the ACO. The contractor shall provide the services and, if required, incidental
132 supplies specified on each task order at the price set forth on each task order. Incidental
133 supplies, if any, will be processed as Other Direct Costs (ODCs). Orders may be issued under
134 this contract from date of each IDIQ contract award through the life of the contract. All task
135 orders issued under this contract are subject to the terms and conditions of the contract. If there

136 is a conflict in language between the contract and a task order issued under the contract, the
137 language in the contract will prevail. All task orders issued prior to the end of contract shall be
138 honored and performed by the contractor according to all terms and conditions of the contract,
139 subject to the Government's rights and remedies under the contract. Copies of all task orders
140 shall be maintained by the contractor for the length of the contract.

141
142 For example, this contract will be used by the government to support the Federal Citizen
143 Information Center (FCIC) National Contact Center (NCC) operations, and to provide complete
144 managed multi-channel inquiry response and management solutions to support the USA Services
145 project, including support for other eGov initiatives, and other Federal agency programs.

146
147 **G.2.1 Fair Consideration Process**

148 When a requirement is identified by a Government agency, the ACO will issue a Request for
149 Quotation (RFQ). Requirements to be purchased under this contract may be grouped together
150 for reasons of efficiency. All contractor holders will be provided a fair opportunity to propose
151 on all requirements in excess of \$2,500. RFQ's will contain a statement of work, instructions on
152 quotation preparation, period of performance, the date, time and place for receipt of quotations
153 and the method of evaluation (lowest price, technically acceptable or greatest value) and the
154 evaluation factors to be used. RFQ's will be sent via e-mail and will not be synopsisized in
155 FedBizOpps.

156
157 Once quotations have been received, the ACO need not contact each of the contract holders
158 under the contract before selecting an awardee, if the ACO has insured that each contract holder
159 was provided a fair opportunity to be considered for the order. Award will be made to the
160 contractor based on the evaluation criteria established in the task request.

161
162 Contract holders need not be given an opportunity to be considered for a particular order in
163 excess of \$2,500 when the ACO determines that:

- 164
165 1. The need for services is of such urgency that providing a fair opportunity to be
166 considered would result in unacceptable delays
167
168 2. Only one such contract holder is capable of providing the services at the level of quality
169 required because the services ordered are unique or highly specialized
170
171 3. The order should be issued on a sole-source basis in the interest of economy and
172 efficiency as a logical follow-on to a task already issued under the contract
173
174 4. It is necessary to place an order to satisfy a minimum guarantee
175

176 Examples of exceptions include, but are not limited to, those described in the following table.
177 These examples are provided only for illustration purposes.
178

179
180

Table G.1. Exceptions to Fair Opportunity

Exception Provided for by 41 USC §253j [abbreviated description]	Examples of Task Order Types that Qualify As Exceptions
UNUSUAL URGENCY THAT WOULD LEAD TO UNACCEPTABLE DELAYS	Natural disaster or other emergency needs Military/mobilization needs Immediate short-term need arising on short notice
Only one capable contractor	Only one contractor offers the service Only one contractor offers the service to the locations where the service is needed Only one contractor can demonstrate that it is capable of providing service in the manner required by the user or to the required locations
Economy, efficiency and logical follow-on to an order already issued under fair consideration	Task orders associated with any moves, additions, changes, or similar needs Incremental task orders for the same or a new service to locations where service already exists or has been ordered Task orders placed to minimize inefficiencies or additional costs that would result from introducing multiple maintenance, operations, training network management, or other support systems Task orders placed to maintain the engineering and operational integrity of, or to augment an established telecommunications capability within an organization
Meet a minimum revenue guarantee	No examples provided.

181

182 The ACO’s selection decision on each task order is final and is not subject to the protest or
183 disputes provisions of the contract, except for a protest that the task order increases the scope,
184 period, or maximum value of the contract. Disputes related to other matters affecting the task
185 order award may be directed to the Ombudsman designated for this contract. The Ombudsman
186 will be responsible for those duties described at FAR 16.505(b)(5). The Ombudsman for GSA
187 is:

188

189 Name: Donald J. Suda
190 Title: GSA Service Order Ombudsman
191 Address: 1800 F Street, NW
192 Washington, D.C. 20405

193

Phone Number: (202) 501-4770

194

195 The Government reserves the right to modify this fair consideration process and will notify the
196 contractors of any such modifications in advance of any task orders being placed using the
197 modified process.

198 G.2.2 Task Proposal

199 The ACO may issue an RFQ using mail, electronic mail, or facsimile formats. Contract holders
200 will submit a task proposal to the ACO no later than ten (10) working days after the issue date of
201 the task request, or by a date indicated in the task request.

202 If a contract holder needs a pre-proposal meeting, a request for the meeting shall be made to the
203 ACO no later than three (3) working days after receipt of the task request. All contract holders
204 will be invited to any such meeting unless the RFQ is being issued under one of the exceptions to
205 the fair consideration process identified in Section G.2.1. If a pre-proposal meeting is held, the
206 proposal shall be submitted within then (10) working days after the pre-proposal meeting.
207

208 The proposal shall comply with RFQ requirements; these requirements will usually include the
209 following sections:
210

- 211 1. A narrative description of the plans for performance and technical approach, to include
212 what and how the work will be accomplished, qualitative descriptions of any automated
213 tools and any structured methodology proposed, and any potential risks or problem
214 areas.
215
- 216 2. Identification of assumptions on the contractor's part used in developing the technical
217 or cost portions of the proposal.
218
- 219 3. Definitions and schedules for milestones and deliverables products; description of
220 acceptance criteria, including when and how the contractor shall ensure each is met.
221
- 222 4. A general work breakdown structure for accomplishing the task requirements and
223 functions identified above, showing the skill level, number of people (full and part
224 time, showing the number of hours for part time people), and totals that shall be applied
225 to each time period. Detailed discussion of any other overtime or other than a normal
226 work schedule that the contractor may propose or Work Breakdown Structure for Fixed
227 Price Task Orders. A detailed work breakdown structure for accomplishing the task
228 requirements identified above, showing the skill level, number of people, and labor
229 hours shall be applied to each milestone and deliverable product. The proposed staffing
230 and work hours must be consistent with the contractor's staffing plan including a
231 detailed rationale for why and how the skill level and number of people were
232 determined, and how they shall be used.
233
- 234 5. The fully loaded rates contained in Section B of this contract are ceiling price rates.
235 The contractor may, at his discretion, elect to propose lower rates on a task-by-task
236 basis.
237
- 238 6. Each ODC (Other Direct Costs) must have a breakdown of its composition and an
239 estimate for each element, together with a total estimated ODC cost. The contractor
240 will also provide an explanation of why the ODC is required. All travel requirements
241 in the SOW must be included. Any additional travel the contractor considers necessary
242 for performance under the task order must be described, justified, and included in the

Request for Proposal TQD-RC-03-0001

243 cost estimate. If required by the task request, the contractor will use the rates in the
244 then current Federal Travel Regulations for estimating the cost of travel and per diem.

245
246 7. The proposal shall be submitted in accordance with instructions provided in each task
247 order. All staffing, staffing hours and costs, ODCs by principal category, and totals,
248 shall be shown. For all task orders, the staffing shall be shown by milestone or
249 deliverable.

250
251 8. The contractor shall submit a proposal that conforms to the requirements of a task
252 request's SOW. In addition to that proposal, the contractor may submit a separate,
253 alternative proposal if the contractor feels that another technical approach or pricing
254 structure more economically or efficiently accommodates the Government's
255 requirements.

256
257 When required, discussions will take place at a place and time designated by the ACO. At the
258 conclusion of discussions contract holders will submit a final revised proposal in accordance
259 with the instructions provided to them by the ACO. The final revised proposal shall reflect all
260 agreements reached during discussions.

261
262 All costs associated with the development and presentation of the contract holder's proposal
263 shall be borne by the contract holder.

264
265 G.2.4 Task Order

266 A task order specifies work to be accomplished by the contractor to satisfy a Government
267 requirement and establishes a period of performance and a price, or a not-to-exceed price for
268 accomplishing the work. The task order defines the performance of a specified unit of work in a
269 definable service or applications area and may have one or more deliverable products.

270
271 The ACO will award task orders using a GSA Form 300 (or other appropriate form), that
272 incorporates the statement of work and the contract holder's final revised proposal, by reference.
273 The GSA Form 300 (or other appropriate form), authorizes the contractor to proceed based upon
274 the agreed technical requirements, milestone and deliverable schedules, and total price. For
275 fixed price tasks, a milestone schedule, including start and end dates for each milestone or
276 deliverable, shall be submitted with the proposal.

277
278 All tasks must be fully staffed within sixty (60) calendar days after task award (date on the Form
279 300) unless otherwise negotiated and specifically stated in the task order.

280
281 Resumes for key personnel shall be submitted to the Government representative, and in the
282 format specified in the task order. The Government will approve or reject in writing the resume
283 within five (5) workdays of its receipt. For approved resumes, the contractor shall notify the
284 Government when the individual will report to work on the task order. If review of the resume
285 shows the individual not qualified for the position indicated, the resume shall be rejected and a
286 verbal explanation provided. If the contractor desires further consideration of the candidate, the
287 resume must be resubmitted within two workdays of the notice of rejection with the necessary

288 clarification or additional information. Rejection of a resume does not obviate the contractor's
289 responsibility to fully staff by the task order start date.

290
291 **G.2.5 Task Order Changes**

292 Task orders may be modified, either at the Government's initiative, or in response to a request
293 from the contractor. No direction changing the requirements of a task order will be binding upon
294 the contractor unless issued by the ACO in writing. Likewise, the Government shall not be liable
295 for an equitable adjustment to the price of a task order on account of a change, unless the change
296 is authorized in writing by the ACO. Task order modifications are issued by means of a
297 Standard Form 30 (Amendment of Solicitation/Modification of Contract).

298
299
300 **G.3 BILLING AND PAYMENT**

301
302 **G.3.1 General Billing Information**

303 The contractor shall deliver invoices and billing support data to GSA and, if specified in task
304 orders, to the customer agency via paper or electronic format on a mutually agreed upon media.
305 Agreement will be reached at time of award. If agreement can not be reached, the ACO will
306 establish the format and media to be used. Each invoice shall reflect all charges from the first
307 day of the previous billing cycle through the last day of the previous billing cycle. The
308 contractor shall charge for all services or equipment within three billing cycles after the services
309 were rendered.

310
311 **G.3.2 Billing Content**

312 The contractor shall provide an example and specify the content and format of all invoice(s) to
313 be used for the billing of services required under this contract. Each invoice shall contain all
314 pricing components in sufficient detail necessary to reconcile charges with actual usage.

315
316 **G.3.3 Payment of Invoices**

317 Payment of invoices will be made based upon acceptance by the Government of the entire task,
318 or the tangible product deliverable(s) invoiced, or for services rendered during the time period
319 invoiced and accepted on a periodic basis.

320
321 If the services provided fail to conform to the technical requirements of the task order, or do not
322 conform to the terms and conditions of the contract, the ACO will take action in accordance with
323 FAR clause 52.246-04 entitled, "Inspection of Services-Fixed Price".

324
325 Payment to the contractor will not be made for temporary work stoppage due to circumstances
326 beyond the control of the Government, such as acts of God, inclement weather, power outages,
327 and results thereof, or temporary closings of facilities at which contractor personnel are
328 performing. This may, however, be justification for excusable delays.

329
330 Section B of this contract contained Contract Line Item Numbers (CLINs) for overtime.
331 Overtime CLINs will only when approved, in writing, by the ACO to meet task order

332 requirements on a bonafide exigency basis. The Government will not authorize overtime to
333 compensate for shortcomings in contractor performance.

334
335 The contractor will be reimbursed by the Government for travel and per diem expenses incurred
336 by contractor personnel for travel specifically authorized in a task order and approved by the
337 Government. The Government may require the contractor to use Government supply sources for
338 official travel, subject to the same conditions as for Government employees; except the
339 contractor's employees are not employees of the Government as defined by 28 U.S.C. 2671, and
340 thus are not covered under the tort claims provisions of 28 U.S.C. 2679(b).

341
342 G.3.4 Billing Disputes

343 The Government requires evidence that the services ordered have been provided and that each
344 associated charge has been priced correctly, or it may dispute the charge.

345 The contractor shall attempt to resolve billing disputes to the satisfaction of the Government
346 within sixty (60) calendar days following official notification from the ACO or COTR. The
347 contractor shall take a proactive lead in resolving disputes promptly with the initiator of the
348 dispute by establishing and maintaining meaningful dialogue directed toward a fair and equitable
349 resolution. In cases where a resolution is not forthcoming, the contractor shall submit partial
350 resolutions (less than the total amount in dispute) to the Government for acceptance or denial.
351 The ACO or his/her representative, so designated in writing by the ACO, will respond within
352 five business days with a proposed resolution. If either party wants to escalate the dispute to the
353 ACO at any time, they may do so. Disputes that are not resolved within 60 calendar days or the
354 approved extension time must be escalated to the ACO. Any disputes escalated to the ACO will
355 be resolved in accordance with Federal Acquisition Regulation (FAR) 52.233-1 (Alternate I)
356 (Disputes).

357
358 G.3.5 Right to Withhold Payment

359 The Government reserves the right to withhold a partial or entire payment of an invoice as
360 provided for in FAR clause 52.232-01 entitled, "Payments".